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SCHOOL UNION #76
OFFICE OF THE SUPERINTENDENT
BROOKLIN - DEER ISLE-STONINGTON C.S.D. - SEDGWICK

712 Reach Road Sargentville ME 04673
TELEPHONE (207) 359-8400 FAX (207) 359-8451
Launching Lifelong Learners and Responsible Citizens Able to Keep Our Island Community Vital

November 3, 2008

Susan Gendron
Commissioner of Education
Department of Education
State House Station #23
Augusta, ME 04333

Dear Commissioner Gendron,

Enclosed with this cover letter is the resubmitted consolidation plan for the nine communities of southwestern Hancock County proposing creation of an alternative organizational structure. Changes have been made to both the AOS plan and the interlocal agreement. New submittal and cover sheets have been provided. A copy of the DOE response to the original plan is included as requested. This entire package was provided to DOE in electronic format on November 3, 2008 in the hope that it would be reviewed on November 4th.

Sincerely,



Robert Webster
Superintendent of Schools

cc: file

REORGANIZATION PLAN FOR ALTERNATIVE ORGANIZATIONAL STRUCTURE SUBMITTAL SHEET

School Administrative Units Included in APPROVED Notice of Intent	School Administrative Units Submitting Reorganization Plan (Each municipality in a School Union must be indicated separately)
BLUE HILL	BLUE HILL
BROOKLIN	BROOKLIN
BROOKSVILLE	BROOKSVILLE
CASTINE	CASTINE
DEER ISLE-STONINGTON CSD	DEER ISLE-STONINGTON CSD
PENOBSCOT	PENOBSCOT
SEDGWICK	SEDGWICK
SURRY	SURRY

Contact Information:

RPC Chair

Name: BEN WOOTTEN / MARY CUMMINS

Address: PO Box 832 / 38 Sunrise Lane
Blue Hill 04614 / Brooklin 04616

Telephone: 374-2466 / 359-8945

email: benwootten@gmail.com / mcummins@gwi.net

Date Plan Submitted: November 3, 2008

Proposed Alternative Organizational Structure Operational Date: JULY 1, 2009

<u>Arthur Wittine - superintendent</u> Signature/Title	<u>11.3.08</u> Date	<u>BROOKSVILLE</u> SAU
<u>Arthur Wittine - superintendent</u> Signature/Title	<u>11.3.08</u> Date	<u>BLUE HILL</u> SAU
<u>Arthur Wittine - superintendent</u> Signature/Title	<u>11.3.08</u> Date	<u>PENOBSCOT</u> SAU
<u>Arthur Wittine - superintendent</u> Signature/Title	<u>11.3.08</u> Date	<u>CASTINE</u> SAU
_____ Signature/Title	_____ Date	_____ SAU
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(Duplicate as Needed)

Omar Norton, Esq.
Signature/Title

10/3/08
Date

SAU
SAU

Signature/Title

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(Duplicate as Needed)

<u>Robert Webster</u> Signature/Title	<u>SUPT. OF SCHOOLS</u>	<u>11/3/08</u> Date	<u>DEER ISLE-STONINGTON CSD</u> SAU
<u>Robert Webster</u> Signature/Title	<u>" " "</u>	<u>11/3/08</u> Date	<u>BROOKLIN</u> SAU
<u>Robert Webster</u> Signature/Title	<u>" " "</u>	<u>11/3/08</u> Date	<u>SEDGWICK</u> SAU
_____ Signature/Title		_____ Date	_____ SAU
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_____ Signature/Title		_____ Date	_____ SAU
_____ Signature/Title		_____ Date	_____ SAU

(Duplicate as Needed)

Reorganization Plan for Alternative Organizational Structure Cover Sheet

(Please attach Reorganization Plan as Exhibit A)

Required Elements							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in Alternative Organizational Structure (AOS)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(2)	Size of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Composition of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Apportionment of governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(3)	Method of voting of the governing body		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(4)	Composition of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Powers of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Duties of local school committees		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(5)	Disposition of real & personal school property		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(6)	Disposition of existing school indebtedness (if not using provisions of section 1506)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Disposition of lease-purchase obligations (if not using provisions of section 1506)		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(7)	Assignment of school personnel contracts		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of school collective bargaining agreements		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Assignment of other school contractual obligations		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(8)	Disposition of existing school funds and existing financial obligations		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(9)	Transition plan that addresses the development of a budget for the first school year		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Transition plan that addresses interim personnel policies		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(10)	Documentation of the public meeting(s) held to prepare or review reorganization plan		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(11)	Explanation of how units that approve reorganization plan will proceed if one or more units do not approve the plan		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(12)	Estimate of cost savings to be achieved		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.A(13)	Such other matters as the governing bodies of the school administrative units in existence on the effective date of this chapter may determine to be necessary		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

² Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

Parameters for Plan Development							
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance ⁴
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(2)	Comprehensive programming for all students grades K – 12		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Includes at least one publicly supported high school		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(3)	Consistent with policies set forth in section 1451		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.B(4)	No displacement of teachers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No displacement of students		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and non- instructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sec. XXXX-36, 2.C	A notice of intent to engage in planning and negotiations with other school administrative units for the purpose of developing a reorganization plan to form an alternative organizational structure		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.C(1)	A school administrative unit may be designated by the commissioner as part of an AOS. The commissioner may designate an SAU as part of an AOS if the commissioner finds that the proposed organizational structure will result in:						
	Consolidation of system administration		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Consolidation of special education administration, transportation administration and administration of business functions including accounting, reporting, payroll, financial management, purchasing insurance and auditing		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results established in Title 20-A, section 6209		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Adoption of consistent school policies and school calendars and a plan for consistent collective bargaining agreements		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	A plan for an AOS may include a collaborative agreement under chapter 114 and must include an interlocal agreement under Title 30-A, chapter 115. The plan must include procedures for conducting a kindergarten through grade 12 budget approval pursuant to subparagraph (2)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³ Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.

⁴ Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an AOS in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

2.C(2)	The budget procedures of members of an AOS must conform to the format and referendum procedures set forth in sections 1485 and 1486 for regional school units except for the time limits pursuant to section 1486, subsection 2. The budget validation referendum for all members of the AOS must be conducted on the same day		x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Collaborative Agreements								
							Yes	No
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)							<input type="checkbox"/>	x

Exceptions to 2,500 minimum

Actual number of students (10/1/2006) for which the SAU is fiscally responsible: 1,509

<http://www.maine.gov/education/enroll/aproct/resident.html>

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)	
		Yes	No
Geography	x	<input type="checkbox"/>	x
Demographics	x	<input type="checkbox"/>	x
Economics	x	<input type="checkbox"/>	x
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Population Density	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Unique Circumstances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation of Barriers –

Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier

Assistance Needs –

Please use this section to describe your needs for assistance and from whom you need assistance.

Law Reference/Required Element	Explanation of your assistance need	Assistance needed from whom?

Island-Peninsula AOS (IPAOS)

Plan to Reorganize as an Alternative

Organizational Structure

School Administrative Units (SAUs) submitting: own of Blue Hill School Department, Brooksville School Department, Castine School Department, Penobscot School Department, Surry School Department, Brooklin School Department, Sedgwick School Department and Deer Isle Stonington Community School District (hereinafter collectively "Member School Units").

Contact information: Ben Wootten (RPC Co-Chair) 374-2466; Mary Cummins (RPC Co-Chair) 359-8945; Arthur Wittine (Superintendent) 374-9927; Robert Webster (Superintendent) 359-8400; Omar Norton (Interim Superintendent) 667-7571.

Date submitted by SAUs: November 3, 2008

Proposed operational date of the Island-Peninsula AOS: July 1, 2009

1. The units of school administration to be included in the proposed Island-Peninsula AOS.

Blue Hill School Department
Brooklin School Department
Brooksville School Department
Deer Isle-Stonington Community School District
Castine School Department
Penobscot School Department
Sedgwick School Department
Surry School Department

2. The size, composition and apportionment of the governing body.

The Island-Peninsula AOS shall be governed by an AOS school committee consisting of two representatives of the school committee of Deer Isle Stonington Community School District (which includes two municipalities) and one representative of each of the school committees of the Towns of Blue Hill, Brooksville, Castine, Penobscot, Surry, Brooklin and Sedgwick as follows:

<u>Municipality</u>	<u>Number of Representatives</u>
<u>Blue Hill</u>	<u>1</u>
<u>Brooklin</u>	<u>1</u>
<u>Brooksville</u>	<u>1</u>
<u>Castine</u>	<u>1</u>
<u>Deer Isle-Stonington CSD</u>	<u>2</u>
<u>Penobscot</u>	<u>1</u>
<u>Sedgwick</u>	<u>1</u>
<u>Surry</u>	<u>1</u>

The school committee of each Member School Unit in the AOS shall choose from its membership the representatives to the AOS school committee to which that Member School Unit is entitled and shall appoint an alternate who may attend meetings and vote in place of the appointed representative when the appointed representative is absent or disabled from voting

3. The method of voting of the governing body.

Each Island-Peninsula AOS school committee member shall have a weighted vote based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, apportioned in accordance with the average student enrollment of the Member School Unit represented on April 1 and October 1 of the three preceding calendar years. The weighted vote of the members of the AOS school committee shall be adjusted each July 1 to reflect the most recent three calendar year average student enrollment.

For illustrative purposes only, the weighted votes during FY 2008 would have been calculated under this Plan as follows:

MEMBER SCHOOL UNIT	THREE CALENDAR YEAR AVERAGE ENROLLMENT (IN NUMBERS)	THREE CALENDAR YEAR AVERAGE ENROLLMENT (IN PERCENTAGES)	VOTES PER AOS SCHOOL COMMITTEE MEMBER
Blue Hill	339.7	22.4%	224
Brooklin	107.8	7.1	71
Brooksville	115.3	7.6%	76
Castine	77.3	5.1%	51
Deer Isle Stonington CSD	404.4	26.6%	133 (2)
Penobscot	121.5	8.0%	80
Sedgewick	158.2	10.4%	104
Surry	195.3	12.9%	129

A majority of the total weighted vote with representation from at least five Member School Units shall constitute a quorum. A 60% weighted vote of the full membership of the AOS school committee shall be required in order for the AOS school committee to employ a superintendent of schools, an assistant superintendent of schools, a curriculum coordinator, or a special education director. All other decisions shall require a majority weighted vote of those present at a meeting with a quorum present, except as otherwise provided by law.

4. The composition, powers and duties of local school committees

No local school committees within the meaning of 20-A M.R.S.A. §1478 shall be created. The composition, powers and duties of the school committees of the Member School Units shall remain unchanged except as specifically modified by the attached Interlocal Agreement or as otherwise provided in this plan.

5. The disposition of real and personal school property.

All real and personal school property of the Member School Units will remain with them.

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

All indebtedness and lease-purchase obligations of School Union 93 members will be transferred to the Island-Peninsula AOS. All indebtedness and lease-purchase obligations of School Union

76 members will be transferred to the Island-Peninsula AOS. The indebtedness and lease-purchase obligations of the Member School Units will remain with them.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

All central office personnel, personnel contracts and collective bargaining agreements will be transferred to the Island-Peninsula AOS. All other central office contractual obligations of the member units will remain with them. All personnel contracts, school collective bargaining agreements and other school contractual agreements of the Member School Units will remain with them. All contractual obligations of the Town of Surry arising out of its participation in School Union 92 will remain with the Town of Surry.

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

On the date that the AOS becomes operational all existing financial obligations of existing central offices will be transferred to the Island-Peninsula AOS. Neither of the existing central offices will have any existing school funds, undesignated fund balances, trust funds, reserve funds or other funds appropriated for school purposes. All existing school funds and existing financial obligations of the Member School Units will remain with them. All existing financial obligations of the Town of Surry arising out of its participation in School Union 92 will remain with the Town of Surry.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

The Island-Peninsula Reorganization Planning Committee shall dissolve on the date that the Island-Peninsula AOS is approved by the voters as specified in Section 11 herein or on June 30, 2009, whichever occurs first.

The Island-Peninsula AOS school committee shall be appointed by March 1, 2009 and shall develop the budget for the Island-Peninsula AOS for FY 2009-10. The Island-Peninsula AOS budget for FY 2009-10 shall be adopted by the voters in accordance with the budget meeting and budget validation referendum procedures applicable to regional school units as provided in the Interlocal Agreement. The Island-Peninsula AOS school committee shall employ the Island-Peninsula AOS school superintendent and make all other necessary decisions in order for the Island-Peninsula AOS to become operational. Interim personnel policies for the AOS shall be determined by the AOS school committee between March 1 and June 30, 2009.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

See attached list of RPC meetings. All RPC meetings are public and at each meeting the public is allowed to comment. All meeting agendas, minutes and related documents are available at the existing superintendents' offices. Prior to referendum, a public forum shall be held in each town to review the reorganization plan.

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

This School Reorganization Plan shall not become effective with respect to any SAU unless it is approved at referendum by the voters of that SAU and unless it is approved at referendum by the voters of a combination of SAUs that includes at least 1,200 students based on their student enrollment on October 1 of the 2006 calendar year. If the Island-Peninsula AOS is not approved by SAUs with a sufficient number of students for the AOS to be formed under this plan, the SAUs shall re-start the process to form an AOS with the same or other SAUs.

12. An estimate of the cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

First year – 2009-2010

Estimated Savings

Reduction of one central office lease	\$13,900
Reduced operational costs for utilities	\$ 8,400
Reduced contracted services	\$ 2,200
Reduced equipment leasing costs	\$ 1,500
Additional funding from Surry	<u>\$56,000</u>
Total Savings	\$82,000

Estimated Additional Costs

Moving Expenses to a new central office	\$10,000
Contractual Obligation for the lease of one existing central office in Blue Hill too small to use for the new central office	\$20,000
Lease for a larger central office space	\$20,000
ADS financial software for Penobscot, Blue Hill, Castine and Brooksville	\$25,000
ADS Computerized purchase order module for all towns in the AOS	\$10,000
Total Added Costs	\$75,000

<u>Net Savings (or costs)</u>	\$7,000	
Second year – 2010-2011		
<u>Estimated Savings</u>	\$0	No savings are anticipated in the
second		
<u>Estimated Additional Costs</u>	\$0	year until existing employment
contracts		
<u>Year Two Net Savings (or costs)</u>	\$0	expire June 30, 2011
Third year – 2011-2012		
<u>Estimated Savings</u>		
Reduction in central office staffing	\$85,000	
<u>Estimated Additional Costs</u>	\$0	
Consistent collective bargaining agreements	\$798,000	
<u>Year Three Net Savings (or costs)</u>	(\$713,000)	

13. Other matters determined to be necessary.

13-A. Other School Union Assets and liabilities:

The Surry School Department will retain any assets and liabilities related to its prior association with School Union 92.

13-B. Tuition Contracts and School Choice

1. Tuition Contracts

As of the date of this plan, Member School Units are parties to the following tuition contracts:

NONE

Nothing contained in this plan shall prevent Member School Units from contracting with other school administrative units for tuition students.

2. School Choice

Nothing contained in this plan shall affect school choice within the member municipalities.

13-C. Claims and Insurance

Continuity of insurance shall be maintained with the assistance of counsel.

13-D. Fewer than 2,500 students

The proposed Island-Peninsula AOS will serve fewer than 2500 students and qualifies for an exemption to that requirement for the following reasons:

- (a) The special conditions of geography limit the practical boundaries for regionalization.
- (b) Demographics, including student enrollment trends and the composition and nature of communities in the regional school unit;
- (c) Economics, including existing collaborations to be preserved or enhanced and opportunities to deliver commodities and services to be maximized;

13-E. Plan for Consistent Collective Bargaining Agreements

Current background and context:

There are presently both support staff and teacher collective bargaining agreements in place within the Member School Units. The eight teacher collective bargaining agreements with expiration dates and the four support staff collective bargaining agreements with expiration dates are as follows.

<u>Teacher Collective Bargaining Agreements</u>	<u>Expiration Date</u>
Blue Hill	2009
Brooklin	2011
Brooksville	2010
Castine	2011
Deer Isle-Stonington CSD	2011
Penobscot	2009
Sedgwick	2011
Surry	2009

<u>Support Staff Collective Bargaining Agreements</u>	<u>Expiration Date</u>
Blue Hill	2010
Brooklin	2009
Deer Isle-Stonington CSD	2011
Sedgwick	2009

Regional School System plan to achieve consistent bargaining agreements:

The plan to achieve consistent collective bargaining agreements for all teachers and for all support staff in the proposed new Island-Peninsula AOS is as follows:

The Member Units with current collective bargaining agreements expiring in 2009 will negotiate new, two year collective bargaining agreements expiring in 2011. The Member Units with current collective bargaining agreements expiring in 2010 will negotiate new, one year collective bargaining agreements expiring in 2011.

During the 2010-11 school year the school committee negotiating teams of the Member Units will collectively bargain successor agreements with each teacher and support staff bargaining unit to obtain as much consistency in these agreements as can be reasonably achieved through negotiations. If collective bargaining in 2010-11 does not result in new negotiated agreements with completely consistent contract terms, the school committees of the Member Units will continue to work toward consistency in the collective bargaining agreements in subsequent negotiations for successor collective bargaining agreements that commence in 2015-16.

The implementation of this plan for consistent collective bargaining agreements is subject to collective bargaining with the bargaining units within the Member School Units of Island-Peninsula AOS.

13-F: Incorporation of Interlocal Agreement

The Interlocal Agreement for the Creation of Island-Peninsula AOS, attached to this Plan as Exhibit A, is expressly incorporated into and made a part of this Plan.

10/31/08

Island-Peninsula AOS
Interlocal Agreement for Alternative Organizational Structure
30-A M.R.S.A. Chapter 115

Agreement made as of _____, 2008 between Town of Blue Hill School Department ("Blue Hill"), a municipal school unit acting by and through its governing body; Brooksville School Department ("Brooksville"), a municipal school unit acting by and through its governing body; Castine School Department ("Castine"), a municipal school unit acting by and through its governing body; and Penobscot School Department ("Penobscot"), a municipal school unit acting by and through its governing body; all with a mailing address of P.O. Box 630, Blue Hill, ME 04614; Surry School Department ("Surry"), a municipal school unit acting by and through its governing body, with a mailing address of 443 Main Street, Ellsworth, ME 04603; and Brooklin School Department ("Brooklin"), a municipal school unit acting by and through its governing body; Sedgwick School Department ("Sedgwick"), a municipal school unit acting by and through its governing body; and Deer Isle Stonington Community School District ("Deer Isle Stonington CSD"), a Maine community school district, all with a mailing address of 712 Reach Road, Sargentville, ME 04673; (hereinafter the "Member School Units");

WHEREAS, subject to certain conditions of approval, the Member School Units intend to form an Alternative Organizational Structure (hereinafter "AOS")

within the meaning of PL 2007, c. 240 Pt. XXXX, §36, sub-§2(c) and 20-A M.R.S.A. §1, sub-§26(c) for administration of certain aspects of their respective school systems; and

WHEREAS, the Member School Units intend to share services with respect to system administration, transportation administration, special education administration, and administration of business functions including accounting, reporting, payroll, financial management, purchasing, insurance, and auditing; and

WHEREAS, the Member School Units propose to adopt a core curriculum, common procedures for standardized testing and assessment aligned with the system of learning results, consistent school policies and school calendars, and a plan for consistent collective bargaining agreements; and

WHEREAS, the Member School Units intend to work together to identify additional areas where they may be able to achieve cost savings and/or enhanced educational programming and opportunities for students; and

WHEREAS, the Member School Units are public agencies of the State of Maine within the meaning of Chapter 115 of Title 30-A of the Maine Revised Statutes; and

WHEREAS, 30-A M.R.S.A. §2203 provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Maine may be exercised jointly with any other public agency of the State of Maine by means of an Interlocal Agreement;

NOW, THEREFORE, subject to certain conditions of approval as stated in Paragraph 17 hereof, the Member School Units enter into an Interlocal Agreement pursuant to Title 30-A M.R.S.A. Chapter 115 as follows:

1. Purpose. The purpose of this Interlocal Agreement is to reorganize the Member School Units into an Alternative Organizational Structure ("AOS") in order to achieve the goals of Maine's School Reorganization Law, PL 2007, Ch. 240 as amended, including enhanced student educational achievement and greater efficiency in the administration of public school programs.

2. Reorganization Plan for an AOS. The Member School Units have formed a Reorganization Planning Committee (hereinafter "RPC") for the purpose of developing a school reorganization plan for an AOS pursuant to Maine's School Reorganization Law (hereinafter "School Reorganization Plan"). The Member School Units agree to work with the RPC to develop a School Reorganization Plan for an AOS which can be submitted to the Commissioner of Education for approval and then submitted to the voters for approval at referendum in accordance with Maine's School Reorganization Law.

3. Creation of Legal and Administrative Entity. The inhabitants of and the territory within the Member School Units is hereby created as a body politic and corporate under the name of Island-Peninsula Alternative Organizational Structure (hereinafter "Island-Peninsula AOS") as an alternative organizational structure within the meaning of PL 2007, c. 240, Pt. XXXX §36(2)(C), a school administrative unit within the meaning of 20-A M.R.S.A. §1(26) and 30-A

M.R.S.A. §2252, a quasi-municipal corporation within the meaning of 30-A M.R.S.A. §2351(4), a public agency within the meaning of 30-A M.R.S.A. Chapter 115, and a political subdivision within the meaning of 14 M.R.S.A. Chapter 741, §8102(3), and it shall have all other governmental authority and immunity as may be provided by any other applicable law.

4. AOS School Committee. Island-Peninsula AOS established pursuant to this Interlocal Agreement shall be governed by an AOS school committee consisting of two representatives of the district school committee of Deer Isle Stonington Community School District (since it is comprised of two municipalities); and one representative of each of the school committees of the municipalities of Blue Hill, Brooksville, Castine, Penobscot, Surry, Brooklin and Sedgwick as follows:

<u>Municipality</u>	<u>Number of Representatives</u>
<u>Blue Hill</u>	<u>1</u>
<u>Brooksville</u>	<u>1</u>
<u>Castine</u>	<u>1</u>
<u>Penobscot</u>	<u>1</u>
<u>Surry</u>	<u>1</u>
<u>Brooklin</u>	<u>1</u>
<u>Sedgwick</u>	<u>1</u>
<u>Deer Isle-Stonington CSD</u>	<u>2</u>

The school committee of each Member School Unit in the AOS shall choose from its membership the representative(s) to the AOS school committee to which that Member School Unit is entitled and shall appoint an alternate who may attend meetings and vote in place of the appointed representative when the

appointed representative is absent or disabled from voting. Each member of the AOS school committee shall have a weighted vote based on a total of 1,000 votes, plus or minus up to 5 votes for rounding purposes, apportioned in accordance with the average student enrollment on April 1 and October 1 of the three preceding calendar years. The weighted vote of the members of the school committee shall be adjusted each July 1 to reflect the most recent three calendar year average student enrollment.

For illustrative purposes only, the weighted votes allocated under this agreement for FY 2008 would have been calculated as follows:

MEMBER SCHOOL UNIT	THREE CALENDAR YEAR AVERAGE ENROLLMENT (IN NUMBERS)	THREE CALENDAR YEAR AVERAGE ENROLLMENT (IN PERCENTAGES)	VOTES PER AOS SCHOOL COMMITTEE MEMBER
Blue Hill	339.7	22.4%	224
Brooklin	107.8	7.1	71
Brooksville	115.3	7.6%	76
Castine	77.3	5.1%	51
Deer Isle Stonington CSD	404.4	26.6%	133 (2)
Penobscot	121.5	8.0%	80
Sedgewick	158.2	10.4%	104
Surry	195.3	12.9%	129

A majority of the total weighted vote with representation from at least five Member School Units shall constitute a quorum. A 60% weighted vote of the full membership of the AOS school committee at a meeting with a quorum present shall be required in order for the AOS school committee to employ a

superintendent of schools, an assistant superintendent of schools, a curriculum coordinator or a special education director. All other decisions shall require a majority weighted vote of those present and voting at a meeting with a quorum present, except as otherwise provided by law.

Membership on the AOS school committee shall terminate at any time that a member of the AOS school committee ceases to hold office as a member of the school committee of the Member School Unit represented. Any vacancy on the AOS school committee shall be filled by the school committee of the Member School Unit in whose representation the vacancy occurs. In June of each year, the AOS school committee shall choose by ballot from among its members a chair and secretary of the AOS school committee for the ensuing year.

5. School Systems of Member School Units. Within each of their respective jurisdictions, Member School Units are currently responsible for operation of the following school grades:

Member School Unit	Grades
Blue Hill	K-8; pays tuition for 9-12
Brooksville	EK-8; pays tuition for 9-12
Castine	K-8; pays tuition for 9-12
Penobscot	K-8; pays tuition for 9-12
Surry	K-8; pays tuition for 9-12
Brooklin	EK-8; pays tuition for 9-12
Sedgwick	K-8; pays tuition for 9-12
Deer Isle Stonington CSD	K-12

6. Powers, Authority and Responsibilities. There shall be an AOS central office under the direction and control of the AOS school committee serving

all of the Member School Units. The AOS central office shall include without limitation a superintendent of schools, business manager, transportation director, special education director, and curriculum coordinator, provided that one person may hold more than one of these positions. The respective powers and duties of the AOS school committee and superintendent of schools shall be governed by State law. The AOS school committee shall be responsible for overseeing system administration, transportation administration, special education administration, administration of business functions (including accounting, reporting, payroll, financial management, purchasing insurance and auditing) and development and maintenance of a core curriculum and procedures for standardized testing and assessment aligned with the system of learning results for all of the Member School Units in the AOS.

The AOS school committee may adopt by-laws governing its operation in accordance with this agreement, the Reorganization Plan and applicable state law. The AOS school committee shall adopt consistent school policies and consistent school calendars in conjunction with the school committees or school boards of the Member School Units. The AOS school committee shall develop and implement on an on-going basis a plan for consistent collective bargaining agreements within the AOS which shall include an analysis of the areas where inconsistencies exist in the existing collective bargaining agreements of Member School Units, a time-table for adopting uniform commencement and expiration dates for collective bargaining agreements within the AOS, and a schedule for

achieving consistent terms and conditions of employment among the various bargaining units of the Member School Units within the AOS.

More specifically, in furtherance and not in limitation of the powers and responsibilities of the AOS school committee as described above, the powers, authority and responsibilities of the AOS school committee shall include the following:

- a. Oversee the operation of the AOS central office;
- b. Annually develop and obtain voter approval for the AOS central office budget;
- c. Apportion to each Member School Unit its share of the AOS central office budget in accordance with the AOS cost sharing formula;
- d. Oversee central office business services, including accounting, reporting, payroll, financial management, insurance purchasing and auditing for the Member School Units;
- e. Oversee the expenditure of reserve funds as approved through the AOS budget process and as permitted by applicable law;
- f. Own or lease and oversee management of AOS central office property and equipment;
- g. To the extent permitted by law, authorize and oversee administration of construction and renovation projects or any part of such projects that pertain to the AOS central office;
- h. To the extent permitted by law, assume and incur debt or obtain other financing for the AOS central office, in addition to the authority of one or more Member School Units to incur debt for that purpose;
- i. Oversee administration of federal, state and other grants not overseen by the school committees or school boards of the Member School Units;

- j. Oversee filing of all required state and federal reports for the AOS and the Member School Units;
- k. Employ AOS central office personnel and oversee their wages, hours, and working conditions;
- l. Maintain appropriate supervision and evaluation criteria and policies applicable to AOS central office employees;
- m. Oversee negotiation and administration of consistent collective bargaining agreements and maintenance in the AOS central office of personnel records of all employees of the AOS and Member School Units;
- n. Oversee and maintain a consistent K-12 core curriculum for Member School Units and consistent procedures for standardized testing and assessment aligned with the system of learning results;
- o. Adopt consistent school policies in conjunction with the school committees of the AOS Member School Units;
- p. Oversee administration of transportation systems for the AOS Member School Units, and administration of bus purchases and debt repayment; and authorize the purchase of buses by the AOS if they are to be used throughout the AOS region;
- q. Oversee the administration of bookkeeping and reporting requirements for school lunch programs for the AOS Member School Units;
- r. Accept and oversee the expenditure of gifts to the AOS central office;
- s. Adopt a consistent school calendar for the AOS Member School Units;
- t. Oversee contracts and lease agreements relating to the AOS;
- u. Distribute state subsidy among the Member School Units in accordance with the state subsidy distribution method described in paragraph 11;

- v. Oversee the administration of this Interlocal Agreement and, as deemed necessary from time to time, propose amendments to this Interlocal Agreement for approval by the Commissioner of Education and the voters of the Member School Units. Except as otherwise provided by law, an amendment to this Interlocal Agreement must be approved by the voters of each Member School Unit;
- w. Authorize the superintendent of schools, subject to such limitations as the AOS school committee may in its discretion determine, to designate one or more employees of the AOS or Member School Units with administrative certification from the State of Maine to attend meetings of the school committees of the AOS and Member School Units in place of the superintendent of schools.

7. If the School Reorganization Plan which incorporates this Interlocal Agreement is approved by the voters of any combination of Member School Units with more than 1,200 students based on the student enrollment on October 1 of the 2006 calendar year, this Interlocal Agreement shall become operative and the AOS shall be formed with those Member School Units that approved the Plan subject to approval by the Commissioner of Education. Failure to approve the School Reorganization Plan which incorporates this Interlocal Agreement by the voters of any combination of Member School Units with at least 1,200 students based on the student enrollment on October 1 of the 2006 calendar year shall prevent this Interlocal Agreement from becoming operative and shall prevent formation of the AOS, provided that in that event, the Member School Units shall seek the assistance of the Department of Education with respect to the next steps to be taken in the school reorganization process.

8. Other Educational Improvements and Cost Savings.

The AOS and the Member School Units shall work together in a cooperative manner under the leadership of the AOS school committee and the superintendent of schools to identify and implement additional measures to improve student achievement and create efficiencies in the delivery of educational services within and among the Member School Units in the AOS.

9. Budget Adoption Procedures. The AOS school committee shall develop each year a central office budget for the AOS which shall be submitted to an AOS budget meeting of the voters of all of the Member School Units prior to calling the budget meetings of the Member School Units. The AOS budget meeting shall be conducted in accordance with the summary cost center budget format, to the extent applicable to the AOS central office budget, and the budget meeting procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be approved by a majority of all the voters from AOS Member School Units at the AOS budget meeting, not by a majority of the voters from each Member School Unit. Following the AOS budget meeting, the AOS school committee shall notify the Member School Units of their respective shares of the AOS central office budget as approved at the AOS budget meeting calculated in accordance with the cost sharing method in paragraph 10. The school committee of each Member School Unit in the AOS shall then develop its own school budget, including its share of the AOS central office budget, and submit it to the voters of that Member School Unit for approval at a meeting of its

legislative body in accordance with applicable law. Following the budget meetings of the AOS and each Member School Unit, the AOS and each Member School Unit shall conduct a budget validation referendum on its budget in accordance with applicable law, except that the 14 day time limit between a budget meeting and a budget validation referendum shall not apply. The AOS and each Member School Unit shall conduct its budget validation referendum on a uniform date as determined by the AOS school committee. The AOS budget validation referendum shall be conducted in accordance with the budget validation referendum procedures applicable to a regional school unit, except that the duties of the regional school unit board shall be performed by the AOS school committee. The AOS budget must be validated by a majority of all the voters from AOS Member School Units participating in the referendum, not by a majority of the voters participating in the referendum from each Member School Unit. The budget of each Member School Unit must be validated by a majority of the voters participating in the referendum from that Member School Unit. If the budget of the AOS or a Member School Unit is not approved at the budget validation referendum, the AOS or that Member School Unit shall repeat the budget adoption process until its budget is approved at both a budget meeting and budget validation referendum. Each Member School Unit's final share of the AOS central office budget shall be determined based on the final AOS budget as approved at both a budget meeting and budget validation referendum. The budget validation referendum procedure may be discontinued by the voters of the AOS,

and the budget validation referendum procedure for the budget of a Member School Unit may be discontinued by the voters of that Member School Unit, after three years in accordance with the law applicable to a regional school unit. The AOS shall not have taxing power and the allocation of AOS costs to each Member School Unit under the cost sharing method in paragraph 10 shall not constitute the assessment of a tax. The Member School Units shall be solely responsible for raising taxes to pay their respective shares of the AOS central office budget. Each Member School Unit's share of the AOS central office budget shall be paid to the AOS as a contractual obligation under the terms of this Interlocal Agreement.

10. Cost Sharing of AOS Central Office Budget. The Member School Units shall share the costs of the AOS central office budget in proportion to their numbers of pupils calculated as the average of their respective pupil counts on April 1 and October 1 over the three preceding calendar years.

11. Distribution of State Subsidy. The AOS school committee shall distribute state subsidy received by the AOS as follows:

- a. State Subsidy Distribution Policy. The AOS school committee, with the advice of the superintendent of schools and such other legal and accounting advice as the AOS school committee deems necessary, shall annually distribute the State education subsidies to be received by the AOS among the AOS Member School Units so that the distribution of State subsidy to each Member School Unit reflects as accurately as is reasonably practical the amount of State subsidy that

that Member School Unit would receive if it were a stand-alone unit and not a member of an AOS.

- b. Initial Method of State Subsidy Allocation. Beginning in Fiscal Year 2009-10, the AOS school committee shall distribute state education subsidy received by the AOS among its Member School Units in accordance with the following initial method of State subsidy distribution:
- (i) To the extent that the AOS receives an allocation for debt service, that allocation shall be reassigned to the Member School Units responsible for those debt service costs;
 - (ii) To the extent that the AOS receives an allocation for gifted and talented expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective gifted and talented expenditures in the year two years prior to the year of allocation (hereinafter the "base year");
 - (iii) To the extent that the AOS receives an allocation for career and technical education expenditures, that allocation shall be reassigned to the Member School Units in proportion to their respective career and technical education expenditures in the base year;

- (iv) To the extent that the AOS receives an allocation for bus purchases, that allocation shall be reassigned to the Member School Units responsible for those bus purchase costs;
- (v) To the extent that the AOS receives an allocation for special education, that allocation shall be reassigned to the Member School Units in proportion to their respective special education expenditures in the base year;
- (vi) To the extent that the AOS receives an allocation for transportation, that allocation shall be reassigned to the Member School Units in proportion to their respective transportation expenditures in the base year;
- (vii) To the extent that the AOS receives an allocation for a EK-8 small school adjustment or 9-12 small school adjustment, that allocation shall be reassigned to the Member School Units on the basis of the number of small schools eligible for that adjustment located in each Member School Unit in the base year;
- (viii) To the extent that the AOS receives an allocation for EK-8 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;

- (ix) To the extent that the AOS receives an allocation for 9-12 disadvantaged students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (x) To the extent that the AOS receives an allocation for K-8 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xi) To the extent that the AOS receives an allocation for 9-12 limited English proficiency students, that allocation shall be reassigned to the Member School Units in proportion to their respective number of students eligible for that allocation in the base year;
- (xii) The remaining balance of the AOS' total allocation, after subtracting the amounts reassigned to Member School Units under subparagraph (i) through (xi), shall be reassigned to the Member School Units in proportion to their respective average number of pupils on April 1 and October 1 of the preceding calendar year;

(xiii) Any State subsidy received by the AOS which is attributable to a special education adjustment under 20-A M.R.S.A.

§15689(1-A) shall be distributed to the Member School Unit eligible for that adjustment or to the Member School Unit of which the municipality eligible for the adjustment is a member;

(xiv) Any State subsidy received by the AOS which is attributable to a debt service adjustment under 20-A M.R.S.A. §15689(2) shall be distributed to the Member School Unit eligible for that adjustment or to the Member School Unit of which the municipality eligible for the adjustment is a member;

(xv) The remaining State subsidy received by the AOS, after any distributions required by subparagraphs (xiii) and (xiv), shall be distributed to the Member School Units in proportion to the amount, if any, by which the total allocation of each Member School Unit as reassigned in accordance with subparagraphs (i) through (xii) exceeds the property fiscal capacity of that Member School Unit multiplied by the full value education mill rate for the year of allocation.

c. Retention of Allocation Flexibility. The Member School Units recognize that the Maine Legislature has a history of making changes to Maine's school funding formula, that other circumstances

may change, and that it is not possible to include in this Interlocal Agreement a precise formula for distributing State subsidy among Member School Units that will achieve the goals of the State subsidy distribution policy described in subparagraph a above in future years. Accordingly, the AOS school committee, by a two-thirds vote of its full membership, may modify the initial method of State subsidy distribution described in subparagraph b above in order to better achieve the State subsidy distribution policy set forth in subparagraph a above.

12. Real Estate and Personal Property. All real and personal property belonging to Member School Units shall remain the property of those Member School Units. Any real estate or personal property acquired for the operation of the AOS central office shall be owned by the AOS. In the event of dissolution of the AOS, such property, or the proceeds from the sale of such property, shall be distributed to the Member School Units in proportion to the average over the three preceding fiscal years of their respective contributions to the AOS Central Office budget under the AOS cost sharing method.

13. School Closing. The closing of a school within a Member School Unit in the AOS shall be determined by the governing body and voters of that Member School Unit in accordance with applicable law. The AOS school committee and the voters of the AOS shall have no authority to close a school within a Member School Unit.

14. Duration. This Interlocal Agreement shall remain in effect from the date that the AOS becomes operational until this Agreement is terminated either pursuant to Paragraph 16 or by operation of law.

15. Termination of Participation of Member School Unit. The participation of a Member School Unit in this Interlocal Agreement and the AOS may be terminated for cause upon the failure of a Member School Unit to conform to the statutory requirements applicable to alternative organizational structures, including without limitation, failure to implement the core curriculum, procedures for standardized testing and assessment, consistent school policies and school calendars, and/or the plan for consistent bargaining agreements approved by the AOS school committee. Prior to any such termination, the AOS school committee shall provide the non-conforming Member School Unit with written notice of its failure to conform to AOS statutory requirements and shall provide a 90 day opportunity to cure. If the Member School Unit fails to cure the non-conformity within the 90 day cure period, the AOS school committee shall submit to the Commissioner of Education a plan for termination and equitable distribution and/or compensation with respect to that Member School Unit's proportionate share of the assets of the AOS. Upon approval of the Plan by the Commissioner, the Member School Unit's participation in the AOS and this Interlocal Agreement may be terminated by a vote of a majority of all the Members of the AOS school committee, including those from the Member School Unit whose termination is under consideration. The termination of a Member School Unit's participation

shall become effective as of the end of the then current AOS fiscal year. Upon the termination of a Member School Unit's participation in the AOS, the AOS shall make a distribution of property and/or provide compensation to the terminated Member School Unit as provided in the plan approved by the Commissioner.

16. Withdrawal of Member School Unit. Unless otherwise provided by law, a Member School Unit may withdraw from participation in the AOS upon approval by the Commissioner of Education of a Plan of Withdrawal prepared by the school board or school committee of the Member School Unit seeking to withdraw from the AOS and thereafter approved by the voters of that Member School Unit as may be provided in the Plan of Withdrawal approved by the Commissioner of Education. Before approving a Plan of Withdrawal pursuant to this section, the Commissioner of Education shall give written notice and an opportunity to be heard to the AOS school committee and the other Member School Units in the AOS. The Commissioner of Education may require the AOS school committee and the school committee of the Member School Unit seeking to withdraw to participate in mediation prior to approval of a Plan of Withdrawal by the Commissioner of Education and the voters of the withdrawing Member School Unit. The Commissioner of Education may approve, approve with conditions, or deny a Plan of Withdrawal. Upon approval of a Plan of Withdrawal, the AOS shall make a distribution of property and/or compensation to the withdrawing Member School Unit as provided in the Plan of Withdrawal approved by the Commissioner of Education.

17. Termination of Interlocal Agreement. Unless otherwise provided by law, this Interlocal Agreement may be terminated upon approval by the Maine Commissioner of Education of a Plan of Termination prepared by the AOS school committee or by the school committee(s) of one or more Member School Units, and thereafter approved by the voters of the AOS or the voters of one or more Member School Units within the AOS, as may be provided in the Plan of Termination approved by the Commissioner.

18. Conditions of Approval. The approval of this Interlocal Agreement by the governing body of each Member School Unit is contingent upon and subject to 1) submission of a School Reorganization Plan for an AOS which incorporates this Interlocal Agreement to the Commissioner of Education by the governing body of that Member School Unit, 2) approval of that School Reorganization Plan by the Commissioner of Education, and 3) approval of that School Reorganization Plan by the voters of that Member School Unit at referendum in accordance with this paragraph. This Interlocal Agreement shall not become effective, and the AOS shall not become operational, with respect to any Member School Unit whose governing body fails to submit the School Reorganization Plan for an AOS to the Commissioner of Education nor with respect to any Member School Unit if the voters of that Member School Unit fail to approve the School Reorganization Plan incorporating this Interlocal Agreement. This Interlocal Agreement shall not become effective with respect to any Member School Unit unless the School Reorganization Plan which

incorporates this Interlocal Agreement is approved at referendum by the voters of a combination of Member School Units that includes at least 1,200 students based on their combined student enrollment on October 1 of the 2006 calendar year. If the School Reorganization Plan is approved by the voters of a combination of Member School Units that equals or exceeds 1,200 students based on their combined student enrollment on October 1 of the 2006 calendar year, then, subject to approval by the Commissioner of Education, this Interlocal Agreement shall become effective, but only with respect to those Member School Units which have voted to approve the School Reorganization Plan.

19. Filing of Agreement. Before becoming effective, this agreement shall be filed with the Secretary of State, the clerk of each municipality within the AOS, and the secretary of each Member School Unit within the AOS.

20. Miscellaneous Provisions.

- a. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- b. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- c. This Agreement constitutes the entire Agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except as provided herein.
- d. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be

an original; but such counterparts shall constitute but one and the same instrument.

- e. The headings in this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and provisions hereof.

WITNESS:

Blue Hill School Department

Arthur Wittine

BY:


Ben Wootten, Its Chair

Municipal School Committee


Date: 11/12, 2008

WITNESS:

Brooksville School Department

Arthur Wittine

BY:


CHARLES E. TAMM, Its Chair

Municipal School Committee

Date: 11/13, 2008

WITNESS:

Castine School Department

Arthur Wittore

BY:

Francis Spina
Francis Spina, Arts Chair
Municipal School Committee

Municipal School Committee

Date: 11/18, 2008

WITNESS:

Penobscot School Department

Arthur Wittine

BYC

Gay Marie Rogers, Its Chair

Municipal School Committee

Date: 11-18-08, 2008

WITNESS:

Surry School Department

BY:

.....; Its Chair
Municipal School Committee

Date: , 2008

WITNESS:

Blue Hill School Department

BY: _____

_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS:

Brooksville School Department

BY: _____

_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS:

Castine School Department

BY: _____

_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS:

Penobscot School Department

BY: _____

_____, Its Chair
Municipal School Committee
Date: _____, 2008

WITNESS:

Surry School Department

BY: _____

_____, Its Chair
Municipal School Committee
Date: Nov 19, 2008

WITNESS:

Brooklin School Department

Cheryl BonnerBY: Mary N. Cummings
MARY N. CUMMINGS Its Chair
Municipal School Committee
Date: 11/13, 2008

WITNESS:

Sedgwick School Department

Carol L. GindalBY: Brian Van Emmerik
BRIAN VAN EMMERIK Its Chair
Municipal School Committee
Date: 13 Nov, 2008

WITNESS:

Deer Isle Stonington Community
School DistrictWalter A. Kumiege IIIBY: Walter A. Kumiege III
Walter A. Kumiege III Its Chair
District School Committee

WITNESS:

APPROVED PURSUANT TO
30-A M.R.S.A. §2205Susan M. GendronBY: Susan M. Gendron
Susan M. Gendron
State of Maine
Commissioner of Education
Date: November 19, 2008